



**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**DAVID SANDERS, PH.D.**  
Director

May 31, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**Board of Supervisors**

**GLORIA MOLINA**  
First District

**YVONNE B. BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

Dear Supervisors:

**REQUEST TO RATIFY THE TERMINATION OF TWO CHILD ABUSE AND NEGLECT  
PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB  
1733/AB 2994 CONTRACTS, APPROVE REALLOCATION OF FUNDS TO OTHER  
AGENCIES, AND APPROVE FORM AMENDMENT AUTHORIZING THE DIRECTOR  
OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) TO  
TERMINATE CONTRACTS FOR CONVENIENCE  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that it is in the best interest of the County to terminate for convenience two separate contracts with two contractors: Joint Efforts, Inc. (Fourth Supervisorial District) and People Coordinated Services (Second Supervisorial District).
2. Ratify the termination of the Child Abuse and Neglect Prevention, Intervention and Treatment Services (CAPIT) contracts with Joint Efforts, Inc., effective August 20, 2004, and People Coordinated Services effective May 19, 2004.
3. Approve and execute Amendment Number One with Rainbow Services, Ltd., (in substantially similar form to Attachment A) to increase the Contract Sum by \$23,800, from \$50,000 to \$73,800 to provide additional hours of service in the Fourth Supervisorial District for the contract period effective the date of Board approval through June 30, 2005, and if the one-year option is exercised, for the contract period July 1, 2005 through June 30, 2006. The cost of the increased contract sum will be financed using unspent CAPIT funding redirected from the Joint Efforts Contract. Sufficient funding is included in the FY 2004-05 Adopted Budget and the FY 2005-06 Proposed County Budget.

4. Approve and execute Amendment Number One with South Bay Center for Counseling (in substantially similar form to Attachment B) to increase the Contract Sum by \$46,200, from \$96,000 to \$142,200 to provide additional hours of service in the Fourth Supervisorial District for the contract period effective the date of Board approval through June 30, 2005, and if the one-year option is exercised, for the contract period July 1, 2005 through June 30, 2006. The cost of the increased contract sum will be financed using unspent CAPIT funding redirected from the Joint Efforts contract. Sufficient funding is included in the FY 2004-05 Adopted Budget and the FY 2005-06 Proposed County Budget.
5. Approve Form Amendment Number One (in substantially similar form to Attachment C) and delegate authority to the Director of DCFS to execute the Form Amendment to increase the contract sums for the six agencies in the Second Supervisorial District and in the amounts indicated in Attachment D, to provide additional hours of service in the Second Supervisorial District effective the date of execution through June 30, 2005, and if the one-year option is exercised, for the contract period July 1, 2005 through June 30, 2006. The cost of the increased annual contract sums will be financed using unspent CAPIT funding redirected from the People Coordinated Services contract. Sufficient funding is included in the FY 2004-05 Adopted Budget and FY 2005-06 Proposed County Budget.
6. Approve a Form Amendment (in substantially similar form to Attachment E) and delegate authority to the Director of DCFS to execute the Form Amendment with each of the agencies listed in Attachment F, to amend provisions of their Contracts, including the Termination for Convenience provision. There is no fiscal impact associated with this Form Amendment.
7. Approve Amendment Number One (in substantially similar form to Attachment I) and delegate the authority to the Director of DCFS to execute the Amendment with Los Angeles Community Child Abuse Councils Coordination Project to amend provisions of its Contract, including the Termination for Convenience provision. There is no fiscal impact associated with this Amendment.
8. Approve a Form Amendment (in substantially similar form to Attachment J and with the agencies listed in Attachment K) to retroactively increase contract amounts in exchange for increases in CAPIT services rendered during FY 2003-2004 and authorize payment of invoices for services rendered by those contractors during that period of time. There is no fiscal impact associated with this Form Amendment.
9. Delegate authority to the Director of DCFS to exercise the power to terminate for convenience one or more of the AB 1733/AB 2994 contracts provided (1) the contractor requests termination in writing, (2) the contractor provides a written waiver of

the requirement for an advance notice of termination, (3) the Chief Administrative Office approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the contract(s) for convenience, and (5) the Director of DCFS notifies the Board and Chief Administrative Office (CAO) in writing within ten work days of exercising the termination for convenience provision.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Both Joint Efforts, Inc., and People Coordinated Services requested, in letters to DCFS, that their CAPIT Services AB 1733/2994 Contracts be terminated. The Director of DCFS sent both agencies letters informing them that their contracts would be terminated for convenience effective August 20, 2004 and May 19, 2004, respectively. Neither contractor provided services after the date upon which the Director of DCFS indicated their contracts would terminate.

Although CAPIT AB1733/AB2994 contracts contain provisions permitting the County to terminate the agreements for convenience, in point of fact, it is the Board of Supervisors, rather than the Director of DCFS, which is authorized to exercise those provisions. To effectively terminate these two contracts for convenience, the DCFS asks the Board of Supervisors to find that the termination of these contracts for convenience is in the best interest of the County of Los Angeles and ratify his prior determination that the contracts terminate effective August 20, 2004 and May 19, 2004, respectively.

DCFS believes the termination for convenience of these Contracts is appropriate in that it would be in the County's best interests not to compel an agency to perform services when the agency's business plan has shifted in light of a transition in its leadership or when an agency makes a business decision to give up its funding allocation. This was the case with regard to both Joint Efforts, Inc., and People Coordinate Services.

Furthermore, since AB 1733/AB 2994 funds are equally distributed in the five Supervisorial Districts (District), it is necessary to reallocate the funds to other agencies within the same Supervisorial District when a contract is terminated to ensure needed services continue to be provided in each District.

During FY 2003-04, when People's Coordinated Services requested termination of its contract, DCFS sought to redirect \$50,625 of their \$100,000 allocation to seven other agencies. DCFS sought to effectuate this reallocation through a series of contract amendments; however, these amendments were inappropriate. The amendments sought to increase the FY 2003-2004 funding of several CAPIT AB1733/AB2994 Service providers. The purpose of these increases was to fund additional services and thus prevent a gap in services when People Coordinated Services stopped performing under its contract. The amendments were executed on June 28 and 29, 2004, which was one to

two days prior to the end of FY 2003-04. Because the contract with People's Coordinated Services had not been terminated by the Board, the funds subject to the reallocation were still encumbered. Although the CAPIT Services AB1733/AB2994 contracts permit the Director of DCFS to amend the contracts provided certain prerequisites are met, the amendments did not meet those prerequisites nor were they submitted to the Board for approval. In order to remedy these problems, DCFS asks the Board to retroactively approve amendments to the CAPIT Services AB1733/AB2994 contracts of those agencies listed on Attachment K.

The FY 2004-05 funds reserved for Joint Efforts, Inc. will be reallocated to two (2) existing agencies, Rainbow Services, Ltd. and South Bay Center for Counseling, within the Fourth Supervisorial District, whereas the funds reserved for People Coordinated Services will be reallocated to six (6) existing agencies within the Second Supervisorial District who are ready, willing and able to assume the additional workload. Board approval of the recommended actions will ensure the continuation of CAPIT services in the Second and Fourth Districts at the current levels without disruption.

As indicated, the current Contracts do not have a provision that delegate authority to the DCFS Director to terminate a contract. DCFS seeks to amend these contracts so that, under certain circumstances, the Director may terminate the contracts for convenience and without prior findings and action by the Board. DCFS is also requesting that the Board delegate authority to the Director of DCFS to exercise that new provision and terminate CAPIT contracts when the Director finds that it is in the best interests of the County and when the agency requests a contract termination in writing.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1 (Service Excellence), Goal #3 (Organizational Effectiveness), and Goal #5 (Children and Families Well-Being). The recommended actions will ensure that services will continue without interruption.

#### **FISCAL IMPACT/FINANCING**

There is no fiscal impact associated with these Amendments. The funding previously allocated to Joint Effort and People Coordinated is being redirected to finance the cost of the increase in the annual contract amounts for the two agencies in the Fourth Supervisorial District and the six agencies in the Second Supervisorial District. The amount of funding for services in each Supervisorial District has not changed. The increased funding will not result in a change in the fixed fee per unit cost. CAPIT (AB 1733/AB 2994) funding finances the cost of the CAPIT services contracts. Sufficient funding is included in the FY 2004-05 Adopted Budget and FY 2005-06 Proposed County Budget. In addition, each

agency is required to provide a contribution, cash and/or in-kind, in an amount equal to, or more than ten (10%) of the total contract amount.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 24, 2003, your Board approved and delegated authority to the DCFS Director to execute the CAPIT contracts with various agencies, to provide child abuse and neglect prevention, intervention and treatment services, effective July 1, 2003 through June 30, 2005, with an option to extend the contracts one additional year. Consequently, the Director of DCFS executed the CAPIT (AB 1733/AB 2994) contracts with 69 agencies in July 2003.

The CAPIT contracts contain a provision which allows the County to terminate the agreements for convenience when such termination is in the best interest of the County. That provision requires that the Board of Supervisors make the finding that termination is in the best interest of the County as well as render the decision that the agreement be terminated for convenience. In April 2004, the Office of the County Counsel advised DCFS that Board action was required to terminate CAPIT contracts. Once the Board makes the required findings and determines that a contract should be terminated for convenience, the County must issue a notice informing the contractor that the agreement will terminate in thirty days.

In order to permit the Board to terminate these contracts and ratify the actions of the Director, both Joint Efforts, Inc., and People Coordinated Services have submitted waivers of their right to prior notice. Those waivers allow for termination for convenience of these two contracts with no prior notice. The waivers are attached and identified as Attachments G and H. DCFS is requesting the Board formally terminate the contracts with People Coordinated Services and Joint Efforts, Inc., as of May 19, 2004 and August 20, 2004, respectively.

The current Contracts with the 62 agencies listed on Attachment F will be amended to update two Board mandated provisions, the Contractor Responsibility and Debarment and the Child Support Compliance Program, and to add a new provision that would allow the Director of DCFS to terminate a Contract when an agency requests termination in writing and when the Director of DCFS determines that it is in the best interest of the County to terminate the contract.

The funds previously reserved for Joint Efforts, Inc. and People Coordinated Services are being reallocated. The reallocated funds will provide needed services to families previously served by Joint Efforts, Inc. and People Coordinated Services. There was no gap in services in the Second Supervisorial District as DCFS executed amendments,

albeit without the required CAO and County Counsel approval and without Board approval, to increase contract amounts in exchange for additional services. That effort to redirect funds within the Second Supervisorial District ensured no gap in services occurred. In the Fourth Supervisorial District, other CAPIT agencies within the district provided needed services to clients who otherwise would be served by Joint Efforts, Inc. Funds are quickly being exhausted and the reallocated FY 2004-05 funds are needed to avoid a gap in service.

In the Second Supervisorial District, Rainbow Services, Ltd. will provide 447 additional units of services, while South Bay Center for Counseling will provide 1,118 additional units of services with the redirected funds between the date of execution of the amendments and June 30, 2005. In the Fourth Supervisorial District, a total of 1,622 combined additional units of services will be provided with redirected funds between the date of execution of the amendments and June 30, 2005.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the Amendments.

All of the 64 CAPIT providers including the eight (8) agencies subject to the redistribution are in compliance with all Board, CAO and County Counsel requirements.

The CAO and County Counsel have reviewed this Board letter. County Counsel has approved as to the form of the attached form amendment.

### **CONTRACTING PROCESS**

No additional solicitation process was conducted. The Interagency Counsel on Child Abuse and Neglect (ICAN), in conjunction with DCFS, selected agencies to which additional funding would be provided to provide services that would have been provided by Joint Efforts and People Coordinated had the Contracts with those agencies not been terminated.

### **IMPACT ON CURRENT SERVICES**

CAPIT services are vital to the health, safety and well being of children, which is the primary mission of DCFS. Approval of these Amendments will ensure continuation of CAPIT services without any disruption to the families in the Second and Fourth Supervisorial Districts.

## **CONCLUSION**

Upon approval and execution of the three Amendments Number One and the approval of the three Form Amendments by your Board, it is requested that the Executive Officer/Clerk of the Board send an executed copy of the adopted Board Letter and the Amendments to:

1. Department of Children and Family Services  
Contracts Administration,  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Walter Chan, Manager
2. Office of the County Counsel  
Advice and Litigation Division  
201 Centre Plaza Dr  
Monterey Park, CA 9175  
Attention: Thomas Fagan,  
Deputy County Counsel

Respectfully submitted,

DAVID SANDERS, Ph.D.  
Director

DS:hp

Attachments (11)

c: Chief Administrative Officer  
County Counsel

**AMENDMENT NUMBER ONE**  
**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND**  
**TREATMENT PROGRAM SERVICES**  
**AB 1733/ AB 2994**



**AMENDMENT NUMBER ONE  
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND  
TREATMENT PROGRAM SERVICES AB 1733/ AB 2994**

THIS AMENDMENT NUMBER ONE ("Amendment") TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB 1733/AB 2994 CONTRACT ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 24, 2003, IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, ("COUNTY"), AND ("CONTRACTOR"), FOR ADMINISTRATION OF CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES FOR SUPERVISORIAL DISTRICT TWO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

WHEREAS, the purpose of this Amendment Number One is to increase the Maximum Annual Contract Sum for Fiscal Year 2003-04 to compensate CONTRACTOR for the administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services to additional families served under this Contract, and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section 22.0, **CHANGES AND AMENDMENTS**, Subsection 22.4 of the Contract, and

WHEREAS, the County of Los Angeles Board of Supervisors has delegated the authority to the Director of the Department of Children and Family Services to execute the Amendment, and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 4.0, **CONTRACT SUM**, Subsection 4.2 is amended in its entirety to read as follows:
  - 4.2 The total amount payable under this Contract shall not exceed -----, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for the first year shall not exceed \_\_\_\_\_, and for Contract Year Two and, if the option to extend is exercised, for Year Three shall not exceed \_\_\_\_\_.
2. Section 5.0, **PAYMENTS AND INVOICES**, Subsection 5.18 is added to read as follows:
  - 5.18 CONTRACTOR shall resubmit invoices for services rendered between May 19, 2004 and June 30, 2004 in order to secure payment for those services adequately rendered during that period of time.

3. Section 6.0, **CONTRACT FUNDING**, is amended in its entirety to read as follows:

6.1 County shall reimburse CONTRACTOR not to exceed \_\_\_\_\_ for all three years, if the optional year is exercised, for providing services as indicated in Exhibit A, Statement of Work. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charge on any other funds of COUNTY. No funds encumbered for expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.

6.2 Annual funding according to Supervisorial District will be as follows for FY 2003-2004:

FIRST DISTRICT	\$
SECOND DISTRICT	\$
THIRD DISTRICT	\$
FOURTH DISTRICT	\$
FIFTH DISTRICT	\$
<hr/>	
<b>ANNUAL TOTAL</b>	<b>\$</b>

Annual funding according to Supervisorial District for FY 2004-2005 and FY 2005-2006, if the optional year is exercised, will be as follows:

FIRST DISTRICT	\$
SECOND DISTRICT	\$
THIRD DISTRICT	\$
FOURTH DISTRICT	\$
FIFTH DISTRICT	\$
<hr/>	
<b>ANNUAL TOTAL</b>	<b>\$</b>

6.3 In the event the Program Manager identifies unspent funds by any agencies, the Program Manager will notify and work in collaboration with ICAN and the Board offices to determine the reallocation of funds within each Supervisorial District of no more than 10% of each contractor's Maximum Contract Sum. ICAN will notify the Board of Supervisors in writing of the reallocation of funds. The DCFS Director, with delegated authority of the Board, will execute the amendments.

6.4 The Annual funding for Supervisorial District Two, in Fiscal Year 2003-04 shall increase by \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ effective

upon the date of execution of Amendment Number One by the Director of Children and Family Services.

4. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:

- 36.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding on, or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be

debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

5. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.2.1 is deleted in its entirety and replaced to read as follows:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

6. The Revised A-2 to Exhibit B, Program Budget for Fixed Fee Contract, indicating the increase in units delivered, is attached and incorporated by reference.
7. The number of service units in the Program Description in Exhibit A, Statement of Work, is revised and the revision is attached hereto, and incorporated by reference into Exhibit A of the Agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT  
PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB  
1733/AB 2994 CONTRACT**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
DAVID SANDERS, PH.D.  
DIRECTOR, DEPARTMENT OF  
CHILDREN AND FAMILY SERVICES

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

BY \_\_\_\_\_

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAX ID NUMBER

**BALANCE OF REALLOCATED FUNDS  
FY 2003-2004**

**Supervisory District Two Agencies**

<b>Agencies</b>	<b>Original Maximum Annual Contract Sum</b>	<b>Additional Annual Reallocation Amount</b>	<b>New Maximum Annual Contract Sum</b>	<b>Balance of Funds as of 6-30-04</b>
Children's Institute Inc.	\$100,000	\$10,000	\$110,000	\$5,511.94
Drew Child Development	\$75,000	\$7,500	\$82,500	\$8,267.86
Koreatown Youth & Community Center, Inc.	\$41,250	\$4,125	\$45,375	\$3,976.38
Office of Samoan Affairs	\$40,000	\$4,000	\$44,000	\$1.25
Parents Anonymous	\$50,000	\$5,000	\$55,000	\$202.50
Richstone Family Center	\$125,000	\$12,500	\$137,500	\$13,092.50
South Bay Center for Counseling	\$75,000	\$7,500	\$82,500	\$8,068.39
<b>Total Amount</b>	<b>506,250</b>	<b>50,625</b>	<b>556,875</b>	<b>\$39,120.82</b>

**AMENDMENT NUMBER ONE  
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION  
AND TREATMENT PROGRAM SERVICES  
AB 1733/ AB 2994 CONTRACT**

**WITH**

**RAINBOW SERVICES, LTD.**

**(DISTRICT 4)**

**AMENDMENT NUMBER ONE  
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND  
TREATMENT PROGRAM SERVICES AB 1733/ AB 2994 CONTRACT WITH  
RAINBOW SERVICES, LTD. (DISTRICT 4)**

This Amendment Number One ("Amendment Number One") to Child Abuse and Neglect Prevention, Intervention and Treatment Program services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Rainbow Services, Ltd., ("CONTRACTOR"), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services for Supervisorial District Four this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

WHEREAS, the purpose of this Amendment Number One is to increase the Maximum Annual Contract Sum for Fiscal Year 2004-05 and Fiscal Year 2005-06, if the optional year is exercised, to compensate CONTRACTOR for the administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services to additional families served under this Contract; and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section 22.0, **CHANGES AND AMENDMENTS**, Subsection 22.4 of the Contract;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS AND DEFINED TERMS**, Subsections 1.2 and 1.3 are amended to read as follows:

- 1.2 Exhibits A, A-1, B, B-1, C, D, E, F, G, H-1, H-2, I, J, K, L, M-1, M-2, N, O and P set forth below are attached to and incorporated by reference in this Contract.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

- |             |  |
|-------------|--|
| Exhibit A   | - Statement of Work  |
| Exhibit A-1 | - Program Description  |
| Exhibit B   | - Program Budget for Fixed Fee Contract                                  |
| Exhibit B-1 | - Revised Schedule A-2 - Breakdown of Service Hours<br>by Client Service |
| Exhibit C   | - Instruction for Monthly Reports  |
| Exhibit D   | - Monthly Reports  |



Exhibit E	- Certification of Independent Price Determination (excluded from this Contract)
Exhibit F	- Proposer's/Offeree's Equal Employment Opportunity (EEO Certification)
Exhibit G	- Community Business Enterprise Form (CBE)
Exhibit H-1	- Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit H-2	- Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit I	- Auditor-Controller Contract Accounting and Administration Handbook
Exhibit J	- Child Support Compliance Program Certification
Exhibit K	- Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Service Notice 1015)
Exhibit L	- County of Los Angeles Policy on Doing Business with Small Business
Exhibit M-1	- Los Angeles County Code 2.203 (Jury Service Program)
Exhibit M-2	- Jury Service Program Certification
Exhibit N	- Office of Management and Budget Circular A-122
Exhibit O	- Office of Management and Budget Circular A-133
Exhibit P	- Safety Surrendered Baby Law Fact Sheet

2. Section 4.0, **CONTRACT SUM**, Subsection 4.2 is amended in its entirety to read as follows:

4.2 The total amount payable under this Contract shall not exceed \$197,600, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for Year One shall not exceed \$50,000, and for Year Two and Year Three, if option to extend is exercised, shall not exceed \$73,800, hereinafter referred to as "Maximum Annual Contract Sum."

3. Section 6.0, **CONTRACT FUNDING**, Subsections 6.1 and 6.2 are amended in its entirety to read as follows:

6.1 COUNTY shall reimburse CONTRACTOR not to exceed \$50,000 in Year One and \$73,800 in Year Two and Year Three, if option to extend is exercised, for providing services as indicated in Exhibit A, Statement of Work, and Exhibit A-1, Program Description. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charge on any other funds of COUNTY. No funds encumbered for

expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.

- 6.2 Annual funding by Supervisorial District for FY 2003-2004 will be as follows:

FIRST DISTRICT	\$	0
SECOND DISTRICT	\$	0
THIRD DISTRICT	\$	0
FOURTH DISTRICT	\$	50,000
FIFTH DISTRICT	\$	0
<b>ANNUAL TOTAL</b>		<b>\$ 50,000</b>

Annual funding by Supervisorial District for FY 2004-2005, and if option to extend is exercised, for FY 2005-2006, will be as follows:

FIRST DISTRICT	\$	0
SECOND DISTRICT	\$	0
THIRD DISTRICT	\$	0
FOURTH DISTRICT	\$	73,800
FIFTH DISTRICT	\$	0
<b>ANNUAL TOTAL</b>		<b>\$ 73,800</b>

4. Section 35.0, **TERMINATION FOR CONVENIENCE**, Subsection 35.5 is amended to add as follows:

35.5 The Director of DCFS may, without further action by the Board of Supervisors, immediately terminate the Contract for convenience, provided (1) the CONTRACTOR requests termination, (2) the CONTRACTOR provides a written waiver of the requirement for an advance notice of termination, (3) the Chief Administrative Office (CAO) approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience, and (5) the Director causes notice of the termination to be provided to the Board of Supervisors within fifteen (15) Days of the termination for convenience.

5. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:

36.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.2.1 is deleted in its entirety and replaced to read as follows:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

8. The number of service units in the Program Description of SECTION E. PROPOSER'S APPROACH TO PROVIDE REQUIRED SERVICES, in Exhibit A, Statement of Work, is supplemented by Exhibit A-1 and is attached hereto, and incorporated by reference into Exhibit A of the Contract.
9. Exhibit B, Program Budget for Fixed Fee Contract, is supplemented by Exhibit B-1, Revised Schedule A2 – Breakdown of Service Hours by Client Service, which shows the increase in units to be delivered, and is attached and incorporated by reference into Exhibit B of the Contract.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,  
INTERVENTION AND TREATMENT PROGRAM SERVICES AB 1733/AB 2994  
CONTRACT WITH RAINBOW SERVICES, LTD. (DISTRICT 4)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

RAINBOW SERVICES, LTD.  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY \_\_\_\_\_  
County Counsel

\_\_\_\_\_  
95-3855705  
Tax Identification Number

**EXHIBIT A-1**  
**PROGRAM DESCRIPTION**

**EXHIBIT B-1**

**REVISED SCHEDULE A-2  
BREAKDOWN OF SERVICE HOURS BY CLIENT SERVICE**



DAVID SANDERS, PH.D.  
Director

## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

January 18, 2005

Scott Gray, Executive Director  
Joint Efforts, Inc.  
505 South Pacific Ave., Suite 205  
San Pedro, California 90731

**Board of Supervisors**

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **WAIVER OF 30-DAY ADVANCE NOTICE OF CONTRACT TERMINATION**

Dear Mr. Gray:

In its letter dated July 20, 2004, the Department of Children and Family Services (DCFS) acknowledged your agency's written request dated June 4, 2004 to terminate your AB 1733/AB 2994 Child Abuse and Neglect Prevention, and Intervention Treatment Program Contract with the County.

Although DCFS attempted to honor your agency's request for termination of contract, the terms of the contract require that Board of Supervisors approve the termination of the agreement.

We plan to seek the Board's approval of the contract termination with an effective date of August 20, 2004, the date on which DCFS had planned to effectuate the termination. However, in order to have an August 20, 2004 termination date, Joint Efforts, Inc., must agree to the termination and waive all contract provisions inconsistent with that retroactive termination.

If Joint Efforts, Inc., agrees to the planned August 20, 2004 termination, please have the chairman of the board, president or any vice-president, as well as the secretary or any assistant secretary, chief financial officer or assistant treasurer sign and return the enclosed waiver to Hoa Phan at your earliest convenience.



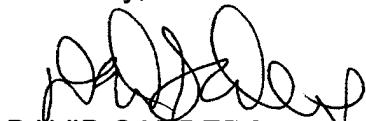
Joint Efforts, Inc.

Page 2

January 18, 2005

If you have questions or need additional information, please contact Hoa Phan, Contract Analyst, at 213-351-3254 or Sophia Ng, Assistant Manager, at 213-351-5648.

Sincerely,



DAVID SANDERS, Ph.D.  
Director

WAIVER:

Joint Efforts, Inc., agrees to the termination for convenience of its contract with the County of Los Angeles for the provision of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services from July 1, 2003 through June 30, 2005. Joint Efforts, Inc., agrees that, upon approval by the County of Los Angeles Board of Supervisors, the agreement may be deemed to have terminated, in its entirety, effective August 20, 2004. In order to accomplish this termination for convenience, Joint Efforts, Inc., knowingly and intelligently waives any and all contract provisions inconsistent with a termination for convenience on the above-indicated date, including, but not limited to, the requirements of contract section 35.0 that the County provide the contractor with a written notice of the termination of the contract as well as the requirement that such advance notice be received by the contractor at least thirty days prior to the date of the agreement's termination. Joint Efforts, Inc., further agrees to hold the County harmless from any and all liability which may directly or indirectly arise from the termination of this agreement for convenience.

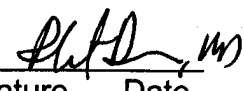
Dr. Robert Davies, Board President

Printed Name

Title

Signature

Date

  
1/31/05

Rica Viola, Board Secretary

Printed Name

Title

Signature

Date

  
1/31/05

DS:hp



DAVID SANDERS, PH.D.  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

January 18, 2005

Virgie P. Walker, President  
People Coordinated Services  
1221 South Western Avenue  
Los Angeles, California 90006

**Board of Supervisors**

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**WAIVER OF 30-DAY ADVANCE NOTICE OF CONTRACT TERMINATION**

Dear Ms. Walker:

In its letter dated April 19, 2004, the Department of Children and Family Services (DCFS) acknowledged your agency's written request dated March 31, 2004 to terminate your AB 1733/AB 2994 Child Abuse and Neglect Prevention, and Intervention Treatment Program Contract with the County.

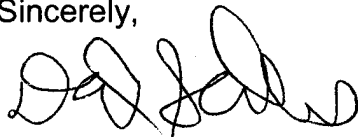
Although DCFS attempted to honor your agency's request for termination of contract, the terms of the contract require that Board of Supervisors approve the termination of the agreement.

We plan to seek the Board's approval of the contract termination with an effective date of May 19, 2004, the date on which DCFS had planned to effectuate the termination. However, in order to have a May 19, 2004 termination date, People Coordinated Services must agree to the termination and waive all contract provisions inconsistent with that retroactive termination.

If People Coordinated Services agrees to the planned May 19, 2004 termination, please have the chairman of the board, president or any vice-president, as well as the secretary or any assistant secretary, chief financial officer or assistant treasurer sign and return the enclosed waiver to Hoa Phan at your earliest convenience.

If you have questions or need additional information, please contact Hoa Phan, Contract Analyst, at 213-351-3254 or Sophia Ng, Assistant Manager, at 213-351-5648.

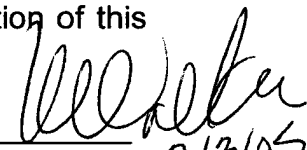
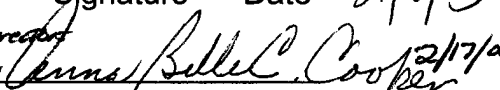
Sincerely,



DAVID SANDERS, Ph.D.  
Director

WAIVER:

People Coordinated Services agrees to the termination for convenience of its contract with the County of Los Angeles for the provision of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services from July 1, 2003 through June 30, 2005. People Coordinated Services agrees that, upon approval by the County of Los Angeles Board of Supervisors, the agreement may be deemed to have terminated, in its entirety, effective May 19, 2004. In order to accomplish this termination for convenience, People Coordinated Services knowingly and intelligently waives any and all contract provisions inconsistent with a termination for convenience on the above-indicated date, including, but not limited to, the requirements of contract section 35.0 that the County provide the contractor with a written notice of the termination of the contract as well as the requirement that such advance notice be received by the contractor at least thirty days prior to the date of the agreement's termination. People Coordinated Services further agrees to hold the County harmless from any and all liability which may directly or indirectly arise from the termination of this agreement for convenience.

<u>Virgie Walker</u>	<u>President</u>		
Printed Name	Title	Signature	Date
			2/3/05
<u>Anna Belle Cooper</u>	<u>Secretary</u>		
Printed Name	Title	Signature	Date
			2/17/05

DS:hp

Tex Fed # 95-2644231

### List of Agencies

Child Abuse and Neglect Prevention, Intervention,  
and Treatment Program Services AB 1733/AB 2994

Agency Name	Supervisorial District
The Children's Center of the Antelope Valley	5
Bienvenidos Children's Center, Inc	1
Big Brothers Big Sisters of Greater Los Angeles	2, 3
Center for Integrated Family and Health Services, Inc.	4
Center for Integrated Family and Health Services, Inc.	5
Children's Institute Inc.	3
Children's Institute Inc.	4
Chinatown Service Center	1
Chinatown Service Center	5
Crenshaw West Adams - Leimert Consortium	2
Drew Child Development Corporation, Inc.	2
D'Veal Corporation	5
El Centro Del Pueblo	1
El Nido Family Centers	3
El Nido Family Centers	4
Family Service of Pomona Valley	1
Five Acres - The Boys' & Girls' AID Society of Los Angeles County - (Deaf Services Program)	1, 2, 3, 4, 5
Five Acres - The Boys' & Girls' AID Society of Los Angeles County - (School Board)	5
Foothill Family Service	1
Foothill Family Service	5
Foothill Family Service	5
Foothill Family Service	5
For the Child, Inc.	4
Gay & Lesbian Adolescent Social Services, Inc. (GLASS)	1, 2, 3, 4
Hacienda La Puente Unified School District (Parenting in Jail Program)	1, 2, 3, 4, 5
Hamburger Home	3
Help Group and Family Center, The	3
Helpline Youth Counseling, Inc.	4
Hillsides (aka Hillsides Home for Children)	1
Hillsides (aka Hillsides Home for Children)	5
Human Services Association	1
Jewish Family Service of Los Angeles	3

### List of Agencies

Child Abuse and Neglect Prevention, Intervention,  
and Treatment Program Services AB 1733/AB 2994

Korean American Family Services Center, Inc.	1, 2, 3, 4, 5
Koreatown Youth & Community Center, Inc.	1, 3, 4, 5
LTSC Community Development Corporation	1
LTSC Community Development Corporation	2
LTSC Community Development Corporation	4
Los Angeles Youth Network	3
Office of Samoan Affairs of California, Incorporated	2, 4
Para Los Ninos	1
Parents Anonymous, Inc.	1
Parents Anonymous, Inc.	2
Parents Anonymous, Inc.	4
Parents Anonymous, Inc.	5
Penny Lane Centers	3
Penny Lane Centers	5
Personal Involvement Center, Inc.	2
Project Sister Sexual Assault Crisis Center	1, 5
Richstone Center, The	4
Santa Anita Family Service	5
Southern California Indian Center, Inc.	1, 2, 3, 4, 5
Special Service for Groups, Inc.	2
Special Service for Groups, Inc.	3
Special Service for Groups, Inc.	4
SPIRITT Family Services	1, 4
The University Corporation	3
Travelers Aid Society of Los Angeles, California	3
Vista Del Mar Child and Family Services (Home-SAFE)	3
WRAP Family Services	2
WRAP Family Services	3
WRAP Family Services	4

**FORM AMENDMENT NUMBER \_\_\_\_**

**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION  
AND TREATMENT PROGRAM SERVICES  
AB 1733/ AB 2994 CONTRACT**

**WITH**

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**(DISTRICT \_\_)**

**FORM AMENDMENT NUMBER \_\_\_\_\_**  
**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND**  
**TREATMENT PROGRAM SERVICES AB 1733/ AB 2994 WITH**  
**\_\_\_\_\_ (DISTRICT \_\_)**

This Amendment Number \_\_\_\_\_ ("Amendment Number \_\_\_\_\_") to Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and \_\_\_\_\_, ("CONTRACTOR"), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services for Supervisorial District \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

WHEREAS, the purpose of this Amendment Number \_\_\_\_\_ is to modify the Contract to update and add new provisions; and

WHEREAS, this Amendment Number \_\_\_\_\_ is prepared according to the provisions set forth in Section 22.0, **CHANGES AND AMENDMENTS**, Subsection 22.4 of the Contract;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 35.0, **TERMINATION FOR CONVENIENCE**, Subsection 35.5 is amended to add as follows:  
  
35.5 The Director of DCFS may, without further action by the Board of Supervisors, immediately terminate the Contract for convenience, provided (1) the CONTRACTOR requests termination, (2) the CONTRACTOR provides a written waiver of the requirement for an advance notice of termination, (3) the Chief Administrative Office (CAO) approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience, and (5) the Director causes notice of the termination to be provided to the Board of Supervisors within fifteen (15) Days of the termination for convenience.
2. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:

- 36.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to



the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

3. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

4. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.2.1 is deleted in its entirety and replaced to read as follows:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT, AS PREVIOUSLY AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

**FORM AMENDMENT NUMBER \_\_\_\_\_ TO CHILD ABUSE AND NEGLECT  
PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB  
1733/AB 2994 CONTRACT WITH \_\_\_\_\_  
(DISTRICT \_\_)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number \_\_\_\_\_ to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
DAVID SANDERS, Ph.D., DIRECTOR  
Department of Children and  
Family Services

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY \_\_\_\_\_  
County Counsel

**FUNDING REALLOCATED AMONG SIX AGENCIES  
WITHIN SECOND SUPERVISORIAL DISTRICT  
FY 04-05 and FY 05-06 (If option is exercised)**

<b>Agency</b>	<b>Maximum Annual Contract Sum FY 03-04</b>	<b>Original Maximum Annual Contract Sum FY 04-05/ FY 05-06</b>	<b>Additional Annual Reallocation Amount FY 04-05/ FY 05-06</b>	<b>Revised Maximum Annual Contract Sum FY 04-05/ FY 05-06</b>	<b>Maximum Contract Sum (If no option is exercised for FY 05-06</b>	<b>Maximum Contract Sum (If option is exercised for FY 05-06)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E = C + D</b>	<b>F = B + E</b>	<b>G = E + F</b>
Children's Institute Inc.	\$110,000	\$100,000	\$21,300	\$121,300	\$231,300	\$352,600
El Nido Family Centers	\$77,000	\$77,000	\$16,700	\$93,700	\$170,700	\$264,400
Koreatown Youth & Community Center, Inc.	\$45,375	\$41,250	\$8,800	\$50,050	\$95,425	\$145,475
South Bay Center for Counseling	\$82,500	\$75,000	\$16,000	\$91,000	\$173,500	\$264,500
The Richstone Center	\$137,500	\$125,000	\$26,600	\$151,600	\$289,100	\$440,700
Vista Del Mar Child and Family Services (Home-SAFE)	\$50,000	\$50,000	\$10,600	\$60,600	\$110,600	\$171,200
<b>Total</b>	<b>\$502,375</b>	<b>\$468,250</b>	<b>\$100,000</b>	<b>\$568,250</b>	<b>\$1,070,625</b>	<b>\$1,638,875</b>

**FORM AMENDMENT NUMBER \_\_\_\_\_**

**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION  
AND TREATMENT PROGRAM SERVICES  
AB 1733/ AB 2994 CONTRACT**

**WITH**

---

**(DISTRICT 2)**

**FORM AMENDMENT NUMBER \_\_\_\_\_**  
**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND**  
**TREATMENT PROGRAM SERVICES AB 1733/ AB 2994 CONTRACT WITH**  
**\_\_\_\_\_ (DISTRICT 2)**

This Amendment Number \_\_\_\_\_ ("Amendment Number \_\_\_\_\_") to Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and \_\_\_\_\_, ("CONTRACTOR"), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services for Supervisorial District Two this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

WHEREAS, the purpose of this Amendment Number \_\_\_\_\_ is to increase the Maximum Annual Contract Sum for Fiscal Year 2004-05 and Fiscal Year 2005-06, if the optional year is exercised, to compensate CONTRACTOR for the administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services to additional families served under this Contract; and

WHEREAS, this Amendment Number \_\_\_\_\_ is prepared according to the provisions set forth in Section 22.0, **CHANGES AND AMENDMENTS**, Subsection 22.4 of the Contract;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS AND DEFINED TERMS**, Subsections 1.2 and 1.3 are amended to read as follows:

- 1.2 Exhibits A, A-1, B, B-1, C, D, E, F, G, H-1, H-2, I, J, K, L, M-1, M-2, N, O and P set forth below are attached to and incorporated by reference in this Contract.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

- |             |  |
|-------------|--|
| Exhibit A   | - Statement of Work  |
| Exhibit A-1 | - Program Description  |
| Exhibit B   | - Program Budget for Fixed Fee Contract                                  |
| Exhibit B-1 | - Revised Schedule A-2 - Breakdown of Service Hours<br>by Client Service |
| Exhibit C   | - Instruction for Monthly Reports  |
| Exhibit D   | - Monthly Reports  |

Exhibit E	- Certification of Independent Price Determination (excluded from this Contract)
Exhibit F	- Proposer's/Offeree's Equal Employment Opportunity (EEO Certification)
Exhibit G	- Community Business Enterprise Form (CBE)
Exhibit H-1	- Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit H-2	- Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit I	- Auditor-Controller Contract Accounting and Administration Handbook
Exhibit J	- Child Support Compliance Program Certification
Exhibit K	- Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Service Notice 1015)
Exhibit L	- County of Los Angeles Policy on Doing Business with Small Business
Exhibit M-1	- Los Angeles County Code 2.203 (Jury Service Program)
Exhibit M-2	- Jury Service Program Certification
Exhibit N	- Office of Management and Budget Circular A-122
Exhibit O	- Office of Management and Budget Circular A-133
Exhibit P	- Safety Surrendered Baby Law Fact Sheet

2. Section 4.0, **CONTRACT SUM**, Subsection 4.2 is amended in its entirety to read as follows:

4.2 The total amount payable under this Contract shall not exceed \$\_\_\_\_\_, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for Year One shall not exceed \$\_\_\_\_\_, and for Year Two and Year Three, if option to extend is exercised, shall not exceed \$\_\_\_\_\_, hereinafter referred to as "Maximum Annual Contract Sum."

3. Section 6.0, **CONTRACT FUNDING**, Subsections 6.1 and 6.2 are amended in its entirety to read as follows:

6.1 COUNTY shall reimburse CONTRACTOR not to exceed \$\_\_\_\_\_ in Year One and \$\_\_\_\_\_ in Year Two and Year Three, if option to extend is exercised, for providing services as indicated in Exhibit A, Statement of Work, and Exhibit A-1, Program Description. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charge on any other funds of COUNTY.

No funds encumbered for expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.

- 6.2 Annual funding by Supervisorial District for FY 2003-2004 will be as follows:

FIRST DISTRICT	\$
SECOND DISTRICT	\$
THIRD DISTRICT	\$
FOURTH DISTRICT	\$
FIFTH DISTRICT	\$
<hr/>	
<b>ANNUAL TOTAL</b>	<b>\$</b>

Annual funding by Supervisorial District for FY 2004-2005, and if option to extend is exercised, for FY 2005-2006, will be as follows:

FIRST DISTRICT	\$
SECOND DISTRICT	\$
THIRD DISTRICT	\$
FOURTH DISTRICT	\$
FIFTH DISTRICT	\$
<hr/>	
<b>ANNUAL TOTAL</b>	<b>\$</b>

4. Section 35.0, **TERMINATION FOR CONVENIENCE**, Subsection 35.5 is amended to add as follows:

35.5 The Director of DCFS may, without further action by the Board of Supervisors, immediately terminate the Contract for convenience, provided (1) the CONTRACTOR requests termination, (2) the CONTRACTOR provides a written waiver of the requirement for an advance notice of termination, (3) the Chief Administrative Office (CAO) approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience, and (5) the Director causes notice of the termination to be provided to the Board of Supervisors within fifteen (15) Days of the termination for convenience.

5. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:

36.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.



36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.2.1 is deleted in its entirety and replaced to read as follows:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

8. The number of service units in the Program Description, SECTION E, PROPOSER'S APPROACH TO PROVIDE REQUIRED SERVICES, in Exhibit A, Statement of Work, is supplemented by Exhibit A-1 and is attached hereto, and incorporated by reference into Exhibit A of the Contract.
9. Exhibit B, Program Budget for Fixed Fee Contract, is supplemented by Exhibit B-1, Revised Schedule A2 – Breakdown of Service Hours by Client Service, which shows the increase in units to be delivered, and is attached and incorporated by reference into Exhibit B of the Contract.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT, AS PREVIOUSLY AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT.

**FORM AMENDMENT NUMBER \_\_\_\_\_ TO CHILD ABUSE AND NEGLECT  
PREVENTION, INTERVENTION AND TREATMENT PROGRAM SERVICES AB  
1733/AB 2994 CONTRACT WITH \_\_\_\_\_  
(DISTRICT 2)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number \_\_\_\_\_ to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
DAVID SANDERS, Ph.D., DIRECTOR  
Department of Children and  
Family Services

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY \_\_\_\_\_  
County Counsel

**EXHIBIT A-1**  
**PROGRAM DESCRIPTION**

**EXHIBIT B-1**

**REVISED SCHEDULE A-2  
BREAKDOWN OF SERVICE HOURS BY CLIENT SERVICE**

**AMENDMENT NUMBER ONE  
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION  
AND TREATMENT PROGRAM SERVICES  
AB 1733/ AB 2994 CONTRACT**

**WITH**

**SOUTH BAY CENTER FOR COUNSELING  
(DISTRICT 4)**

**AMENDMENT NUMBER ONE  
TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND  
TREATMENT PROGRAM SERVICES AB 1733/ AB 2994 CONTRACT WITH  
SOUTH BAY CENTER FOR COUNSELING (DISTRICT 4)**

This Amendment Number One ("Amendment Number One") to Child Abuse and Neglect Prevention, Intervention and Treatment Program services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and South Bay Center for Counseling, ("CONTRACTOR"), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services for Supervisorial District Four this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

WHEREAS, the purpose of this Amendment Number One is to increase the Maximum Annual Contract Sum for Fiscal Year 2004-05 and Fiscal Year 2005-06, if the optional year is exercised, to compensate CONTRACTOR for the administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services to additional families served under this Contract; and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section 22.0, **CHANGES AND AMENDMENTS**, Subsection 22.4 of the Contract;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS AND DEFINED TERMS**, Subsections 1.2 and 1.3 are amended to read as follows:

- 1.2 Exhibits A, A-1, B, B-1, C, D, E, F, G, H-1, H-2, I, J, K, L, M-1, M-2, N, O and P set forth below are attached to and incorporated by reference in this Contract.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

- |             |  |
|-------------|--|
| Exhibit A   | - Statement of Work  |
| Exhibit A-1 | - Program Description  |
| Exhibit B   | - Program Budget for Fixed Fee Contract                                  |
| Exhibit B-1 | - Revised Schedule A-2 - Breakdown of Service Hours<br>by Client Service |
| Exhibit C   | - Instruction for Monthly Reports  |
| Exhibit D   | - Monthly Reports  |

Exhibit E	- Certification of Independent Price Determination (excluded from this Contract)
Exhibit F	- Proposer's/Offeror's Equal Employment Opportunity (EEO Certification)
Exhibit G	- Community Business Enterprise Form (CBE)
Exhibit H-1	- Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit H-2	- Non-Employee Acknowledgement, Confidentiality and Copyright Assignment Contract
Exhibit I	- Auditor-Controller Contract Accounting and Administration Handbook
Exhibit J	- Child Support Compliance Program Certification
Exhibit K	- Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Service Notice 1015)
Exhibit L	- County of Los Angeles Policy on Doing Business with Small Business
Exhibit M-1	- Los Angeles County Code 2.203 (Jury Service Program)
Exhibit M-2	- Jury Service Program Certification
Exhibit N	- Office of Management and Budget Circular A-122
Exhibit O	- Office of Management and Budget Circular A-133
Exhibit P	- Safety Surrendered Baby Law Fact Sheet

2. Section 4.0, **CONTRACT SUM**, Subsection 4.2 is amended in its entirety to read as follows:

4.2 The total amount payable under this Contract shall not exceed \$380,400, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for Year One shall not exceed \$96,000, and for Year Two and Year Three, if option to extend is exercised, shall not exceed \$142,200, hereinafter referred to as "Maximum Annual Contract Sum."

3. Section 6.0, **CONTRACT FUNDING**, Subsections 6.1 and 6.2 are amended in its entirety to read as follows:

6.1 COUNTY shall reimburse CONTRACTOR not to exceed \$96,000 in Year One and \$142,200 in Year Two and Year Three, if option to extend is exercised, for providing services as indicated in Exhibit A, Statement of Work, and Exhibit A-1, Program Description. CONTRACTOR agrees that should it perform services outside of the Statement of Work, such services shall be deemed a gratuitous effort by CONTRACTOR and shall have no claim against COUNTY. In no event shall this Contract give rise to a charge on any other funds of COUNTY. No funds encumbered for

expenses occurring in one Fiscal Year may be rolled forward or backward to another Fiscal Year.

- 6.2 Annual funding by Supervisorial District for FY 2003-2004 will be as follows:

FIRST DISTRICT	\$	0
SECOND DISTRICT	\$	0
THIRD DISTRICT	\$	0
FOURTH DISTRICT	\$	96,000
FIFTH DISTRICT	\$	0
<b>ANNUAL TOTAL</b>		<b>\$ 96,000</b>

Annual funding by Supervisorial District for FY 2004-2005, and if option to extend is exercised, for FY 2005-2006, will be as follows:

FIRST DISTRICT	\$	0
SECOND DISTRICT	\$	0
THIRD DISTRICT	\$	0
FOURTH DISTRICT	\$	142,200
FIFTH DISTRICT	\$	0
<b>ANNUAL TOTAL</b>		<b>\$ 142,200</b>

4. Section 35.0, **TERMINATION FOR CONVENIENCE**, Subsection 35.5 is amended to add as follows:

35.5 The Director of DCFS may, without further action by the Board of Supervisors, immediately terminate the Contract for convenience, provided (1) the CONTRACTOR requests termination, (2) the CONTRACTOR provides a written waiver of the requirement for an advance notice of termination, (3) the Chief Administrative Office (CAO) approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience, and (5) the Director causes notice of the termination to be provided to the Board of Supervisors within fifteen (15) Days of the termination for convenience.

5. Section 36.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:

36.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.



- 36.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 36.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 36.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 36.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 36.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

36.7 These terms shall also apply to subcontractors of COUNTY Contractors.

6. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.1.2 is deleted in its entirety and replaced to read as follows:

48.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 48.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 48.2.1 is deleted in its entirety and replaced to read as follows:

48.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within calendar 90 days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

8. The number of service units in the Program Description, SECTION E, PROPOSER'S APPROACH TO PROVIDE REQUIRED SERVICES, in Exhibit A, Statement of Work, is supplemented by Exhibit A-1 and is attached hereto, and incorporated by reference into Exhibit A of the Contract.
9. Exhibit B, Program Budget for Fixed Fee Contract, is supplemented by Exhibit B-1, Revised Schedule A2 – Breakdown of Service Hours by Client Service, which shows the increase in units to be delivered, and is attached and incorporated by reference into Exhibit B of the Contract.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,  
INTERVENTION AND TREATMENT PROGRAM SERVICES AB 1733/AB 2994  
CONTRACT WITH SOUTH BAY CENTER FOR COUNSELING (DISTRICT 4)**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

SOUTH BAY CENTER FOR  
COUNSELING  
CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
23-7360521  
Tax Identification Number

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY \_\_\_\_\_  
County Counsel

**EXHIBIT A-1**  
**PROGRAM DESCRIPTION**

**EXHIBIT B-1**

**REVISED SCHEDULE A-2  
BREAKDOWN OF SERVICE HOURS BY CLIENT SERVICE**

**AMENDMENT NUMBER ONE**

**TO CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION  
AND TREATMENT PROGRAM SERVICES  
AB 1733/ AB 2994 CONTRACT**

**WITH**

**LOS ANGELES COMMUNITY CHILD ABUSE COUNCILS  
COORDINATION PROJECT**

**AMENDMENT NUMBER ONE TO  
CHILD ABUSE AND NEGLECT PREVENTION, INTERVENTION AND TREATMENT  
PROGRAM SERVICES AB 1733/ AB 2994 WITH LOS ANGELES COMMUNITY  
CHILD ABUSE COUNCILS COORDINATION PROJECT**

This Amendment Number One ("Amendment Number One") to Child Abuse and Neglect Prevention, Intervention and Treatment Program Services AB 1733/AB 2994 Contract, adopted by the Board of Supervisors on June 24, 2003, is made and entered into by and between the County of Los Angeles, ("COUNTY"), and Los Angeles Community Child Abuse Councils Coordination, ("CONTRACTOR"), for administration of Child Abuse and Neglect Prevention, Intervention and Treatment Program Services this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

WHEREAS, the purpose of this Amendment Number One is to modify the Contract to update and add new provisions; and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section 19.0, **CHANGES AND AMENDMENTS**, Subsection 19.4 of the Contract;

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

1. Section 32.0, **TERMINATION FOR CONVENIENCE**, Subsection 32.5 is amended to add as follows:  
  
32.5 The Director of DCFS may, without further action by the Board of Supervisors, immediately terminate the Contract for convenience, provided (1) the CONTRACTOR requests termination, (2) the CONTRACTOR provides a written waiver of the requirement for an advance notice of termination, (3) the Chief Administrative Office (CAO) approves of the termination, (4) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience, and (5) the Director causes notice of the termination to be provided to the Board of Supervisors within fifteen (15) Days of the termination for convenience.
2. Section 33.0, **CONTRACTOR RESPONSIBILITY AND DEBARMENT**, is amended in its entirety to read as follows:  
  
33.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 33.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 33.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 33.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and DCFS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.



33.7 These terms shall also apply to subcontractors of COUNTY Contractors.

3. Section 45.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 45.1.2 is deleted in its entirety and replaced to read as follows:

45.1.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

4. Section 45.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 45.2.1 is deleted in its entirety and replaced to read as follows:

45.2.1 Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section 48.1 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Section 33.0, Termination For Contractor's Default and pursue debarment, pursuant to County Code Chapter 2.202.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER ONE TO CHILD ABUSE AND NEGLECT PREVENTION,  
INTERVENTION AND TREATMENT PROGRAM SERVICES AB 1733/AB 2994  
CONTRACT WITH LOS ANGELES COMMUNITY CHILD ABUSE COUNCILS  
COORDINATION PROJECT**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
DAVID SANDERS, Ph.D., DIRECTOR  
Department of Children and Family Services

\_\_\_\_\_  
LOS ANGELES COMMUNITY CHILD ABUSE  
COUNCILS COORDINATION PROJECT  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
91-1845405  
Tax Identification Number

APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY \_\_\_\_\_  
County Counsel